

**UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

**SECURITIES AND EXCHANGE  
COMMISSION,**

**Plaintiff,**

**vs.**

**AKAZOO S.A.,**

**Defendant.**

**Civil Action No. 1:20-cv-08101-AKH**

**[PROPOSED] JUDGMENT**

WHEREAS, Intervenor-Plaintiffs filed a motion to intervene in the above-captioned case on October 12, 2020; and

WHEREAS, the Court on October 14, 2020 granted Intervenor-Plaintiffs' motion in part to the extent the participation of the Intervenor-Plaintiffs is relevant to the SEC's proceedings; and

WHEREAS, (a) Intervenor-Plaintiffs Remy Trafelet as investment advisor to Delta Offshore Master II; Carson Levit as Trustee for the Levit Family Revocable Trust; GJR II, LLC; Alex Reese as Trustee of the Alexander S. Reese Trust; John Reese; Matthew Paige; Ken Ramberg as Trustee for Tower Trust; Brandon Jones; Scott Texeira; Michael Kerkorian; David and Eleanor Hohman; Jeff Mische; Greg Kennedy; Craig Addeo; Vikram Doshetty; Martin Sprock; Ursula Capital Partners, LP; M. Kingdon Offshore Master Fund, LP; Spirit Foundation; David and Michelle Campbell; Trifecta Streaming, LLC; Paul Izlar; Michael Klump; James Faulkner; Michael Bateman; Costa D'Oro, LP; Read Northen Jr.; Sage Financial LLP; Carter Pope as Trustee of the Carter Davison Pope Revocable Trust; Thomas Calcote; WCG Ventures, LLC; Tim Mahler; Kevin Wagner; RSN Holdings 1; John Allen and Nicole Allen; Swann Ridge Properties, LLC;

James Pirtle as Trustee of Ronald Schiavone 2010 Irrevocable Trust; John Burch; Jongo, LLC; Roslyn Ridge, LP; Justin Ferrero; Joseph Ferguson III; David Eidelman as Trustee for the Rachel Eidelman 2012 Family Trust; Steven Dark; Tri Drucker; Kirk Drucker; Todd and Sally LaRocca; Alexander Waugh; David Unger; Alfred Lutter III; Monica Teplis; and Keith Wagner. The SPAC Investor Intervenor-Plaintiffs include Louis Teplis and Virginia Dadey, among other settling investors; and (b) Defendant Akazoo S.A. (“Akazoo” or the “Company”) and other settling entities and individuals, have entered into a Settlement Agreement and Release dated April 22, 2021 (“Settlement Agreement”) that embodies the terms and conditions of the settlement of Intervenor-Plaintiffs’ claims, and resolves all of the Intervenor-Plaintiffs’ claims against Akazoo S.A., among others, and have further agreed to this Court’s exclusive jurisdiction being retained solely for purposes of resolving any dispute that may arise among those parties resulting from their Settlement Agreement; and

WHEREAS, Intervenor-Plaintiffs have moved, pursuant to the Settlement Agreement, for an order dismissing all the Intervenor-Plaintiffs’ claims against Akazoo S.A. with prejudice; and

WHEREAS, Intervenor-Plaintiffs’ claims against Akazoo S.A. are the only remaining claims in this case; NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. This Judgment incorporates and makes a part hereof the Settlement Agreement (including its defined terms).<sup>1</sup>
2. All of Intervenor-Plaintiffs’ claims against Akazoo S.A. are hereby dismissed with prejudice.

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<sup>1</sup> All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶¶ 1-38 of the Settlement Agreement.

3. The Releases set forth in paragraphs 39-41 of the Settlement Agreement are expressly incorporated herein in all respects and shall be effective without further action by anyone.

4. The Court hereby permanently bars, enjoins and restrains any person or entity from commencing, prosecuting, or asserting any Barred Claims against any of the Settling Defendants and their Releasees or any of the Additional Settling Parties and their Releasees, whether as claims, cross-claims, counterclaims, third-party claims, or otherwise, and whether asserted in the Action or any other proceeding, in this Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere.

5. Any final verdict or judgment obtained by or on behalf of the Akazoo Investor Plaintiffs arising out of any of the allegations in the Complaint against any person or entity claimed by the Akazoo Investor Plaintiffs to have caused or contributed to the same losses and common damage incurred by the Akazoo Investor Plaintiffs alleged in the Complaint shall be reduced as follows:

(a) With respect to claims arising under the federal securities laws, such verdict or judgment shall be reduced by the greater of (i) an amount that corresponds to the percentage of responsibility of the Settling Defendants and the Additional Settling Parties for common damages resulting from the alleged wrongdoing, or (ii) the Settlement Amount;

(b) With respect to claims arising under state law against one or more tortfeasors alleged to be liable for the same tort or one or more other co-obligors mutually subject to contribution rights, such verdict or judgment shall be reduced by an amount not greater than the Settlement Amount.

6. This Court retains exclusive jurisdiction over any dispute that may arise out of the Settlement Agreement between Intervenor-Plaintiffs and Akazoo S.A.

7. There being no just reason for delay, pursuant to Rule 54(b) of the Federal Rules of Civil Procedure, the Clerk is ordered to enter this Judgment forthwith and without further notice.

IT IS SO ORDERED this 27 day of October, 2021

A handwritten signature in black ink, appearing to read "Alvin K. Hellerstein", written over a horizontal line.

THE HONORABLE ALVIN K. HELLERSTEIN  
UNITED STATES DISTRICT JUDGE